

No. 78276

NP 78276

QTYCF 8.4.2.1  
9/15/1954

(b) (6) NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby permits

Bellevue, Washington,

hereinafter called the second party, to construct, operate and

maintain upon its right of way and beneath its track a 1-inch water pipe line along the course described as follows:

Crossing the first party's 100-foot right of way for its Belt Line in SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 16, Township 24 North, Range 5 East of the Willamette Meridian, in King County, State of Washington, near QUENDALL station, intersecting the center line of the first party's main track as now constructed at a point therein distant 981 feet northeasterly and northerly, measured along said center line, from Mile Post 9 (which mile post is located 956 feet northeasterly, measured along said center line, from the west line of said section).

USEPA SF



1338131

This permission is granted upon the following terms:

1. The second party will pay a ~~yearly~~ rental in advance of ten and no/100 dollars for the full term/ ~~where~~ hereof, also all taxes and assessments that may be levied or assessed against the improvements.

2. The entire cost shall be borne by the second party; the division superintendent of the first party will decide what portion, if any, of the work will be done by the first party, and for such portion the second party will pay the first party the estimated cost before the work is done; if the actual cost exceeds the estimate, the second party will pay the additional amount when called upon; if the actual cost is less than the estimate, the first party will repay the surplus. All work hereunder by the second party shall be done in a first-class workmanlike manner to the satisfaction of the division superintendent of the first party, and in accordance with plans and specifications which he may prescribe or approve. The division superintendent of the first party shall have the right at any time when in his judgment it becomes necessary or advisable, to require any material used in the work to be replaced with like material or with material of a more permanent character; also to require additional work or changes of location as a matter of safety, or of appearance, or on account of additional tracks being laid, change of grade, or for any other reason connected with the operation of the railroad of the first party; all of which shall be done at the expense of the second party in the manner herein provided.

3. The second party agrees that the improvements shall not at any time damage the railroad or structures of the first party, or be a menace to the safety of its operations; and to indemnify and save harmless the first party from all loss and damage to its tracks, roadbed, structures, rolling stock and other property of the first party and property of third persons, and from injuries to persons, occasioned by the improvements.

4. It is agreed that the provisions of Section 3 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the first party's property of which the premises upon which said improvements are located are a part.

5. This permit cannot be transferred or assigned by the second party without the written consent of the first party.

6. This permit shall endure until terminated by the first party. It may be at any time terminated by the first party upon the giving of sixty (60) days' notice, either by personal delivery or by mail, or by the posting of notice on the premises. Upon the expiration of the time stated in any such notice, the first party may forthwith expel the second party from its premises; and at the end of the permit the second party will restore the premises of the first party to their former state.

7. The second party shall comply with the first party's specifications dated April 17, 1950, a transcript of which identified as Exhibit "A" is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed these presents this 15th day of September, 19 54.

NORTHERN PACIFIC RAILWAY COMPANY,

By

J. J. Moore

General Manager

Western Manager Industrial Properties

Witnesses to signatures of Second Party:

William D. Jones, Jr.

Evelyn Johnson

(b) (6)

NORTHERN PACIFIC RAILWAY COMPANY

EXHIBIT "A"  
Specifications  
for Pressure Pipe Line Crossings under Railway Tracks  
for Non-Inflammable Substances.

1. Pipe lines included under these specifications are those installed to carry steam, water, or any non-inflammable substance which from its nature or pressure might cause damage if escaping on or in the vicinity of railway property.
2. Pipe lines under railway track shall be encased in a larger pipe as per sketch at bottom of this Exhibit.
3. Carrier line pipe inside the casing under the railway track and right-of-way shall be of approved construction. Carrier line shall be subjected to a pressure test of 50 pounds greater than the maximum working pressure for the line and must remain tight when tested.
4. Casing pipe and joints may be of any approved conduit construction and shall be capable of withstanding the load of railway roadbed, track and traffic; also shall be so constructed as to prevent leakage of any matter from the casing or conduit throughout its length under the track and railway right-of-way except at the ends of the casing or conduit when the ends are left open. The casing shall be so installed as to prevent the formation of a waterway under the railway. Approved casings are as follows:

Cast Iron Pipe -- Extra Heavy, ASTM A-142-38.

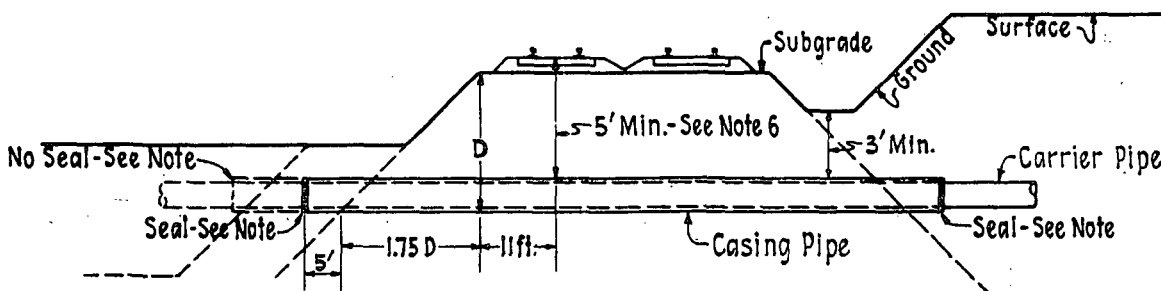
Concrete Pipe -- ASTM C-76-41, Table II, circular reinforcement in circular pipe.

Corrugated Metal Pipe -- Gauge and coating subject to review by Railway Company.

Casing shall be installed with even bearing throughout its length and shall slope to one end.

The inside diameter of the casing shall be at least 2 inches greater than the largest outside diameter of the carrier pipe, joints, or couplings.

5. Where the ends of the casing are below ground they shall be suitably protected against the entrance of foreign material, which might prevent ready removal of the carrier pipe. Where the ends of the casing are at or above ground surface and above high water level they may be left open, provided drainage is afforded in such a manner that leakage will be conducted away from the roadbed and structures.
6. The top of the carrier pipe shall be below the frost line, and at its closest point shall not be less than 5 feet below base of railway rail. On other portions of the railway right-of-way where the casing is not directly beneath any track the depth from the surface of the ground and from the bottom of ditches to the top of the casing, shall be not less than 3 feet. Where it is not practicable to secure the above depths, approved special construction shall be used. Length of casing shall be in accordance with sketch at bottom of this Exhibit.
7. Where warranted, accessible emergency shut-off valves shall be installed within effective distance at each side of the crossing.
8. Where laws, codes, or orders of competent public authority prescribe a higher degree of protection than specified herein, then the higher degree of protection shall be deemed a part of the specifications set forth in this Exhibit.



NOTE : Seal not required if casing ends above ground where drainage is available. See Note 5

TYPICAL SKETCH OF PIPE LINE CROSSING  
FOR  
NON-INFLAMMABLE SUBSTANCES  
OPERATING UNDER PRESSURE

Office of Chief Engineer  
St. Paul, Minnesota  
April 17, 1950



N. P. 1757  
6-24

OFFICE OF Western Manager Industrial Properties

FILE NO. 78276

SUBJECT:

(b) (6)

(nr) Quendall, Wash.

NP 78276

September 28, 1954

(b) (6)

Bellevue, Washington

Dear Madam:

Referring to my letter of September 22nd, I attach your signed copy of Permit No. 78276 covering your one-inch water pipe line crossing near Quendall.

I acknowledge receipt of your check #789 for \$10 in payment of the full-term consideration.

Yours very truly,

/s/ J. T. Moore  
Western Manager  
Industrial Properties

rme  
encl.

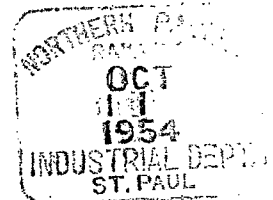
bcc: Mr. J. E. Thames - Original of permit herewith, copies of which are being sent Messrs. Ramswick, Smith(2), and Buchanan.

JTM

Mr. P. G. Ramswick - I am depositing check.

JTM

Mr. W. C. Smith



Seattle, Washington  
September 28, 1954

Dr. H. S. Lathan  
Treasurer  
St. Paul, Minnesota

In accordance with the attached slip today we have deposited in the Seattle-First National Bank the sum of \$266.99 to be applied as follows:

Lease 78178 - First Baptist Church of Ellish, Washington, Ellish, Washington (\$20.83 under sale agreement, \$19.16 under lease)	39.99
Lease 78186 - Valley Feed Company, Inc., Clyde, Washington	120.00
Permit 78275 - (b) (6) near Wheeler, Washington	10.00
Lease 78224 - Public Utility District No. 1 of Lewis County, Winlock, Washington	75.00
Lease 76744 - (b) (6), near Redmond, Washington	12.00
Permit 78276 - (b) (6) near Grandall, Washington	10.00
Total	\$266.99

Eastern Manager  
Industrial Properties

fjs  
encl.

cc: Mr. F. G. Hamrick

September 23, 1954

(b) (6)

\* Bellevue, Washington

Dear Madam:

Referring to my letter of September 22nd, I attach your signed copy of Permit No. 78276 covering your one-inch water pipe line crossing near Quendall.

I acknowledge receipt of your check #789 for \$10 in payment of the full-term consideration. \*

Yours very truly,

/s/ J. T. Moore  
Western Manager  
Industrial Properties

rme  
encl.

bcc: Mr. J. E. Thames - Original of permit herewith, copies of which are being sent Messrs. Ramswick, Smith(2), and Buchanan.

JTM

Mr. P. G. Ramswick - I am depositing check.

JTM

*I have check for \$10. 7-28-54*

Mr. W. C. Smith

\* Memo: Check signed in behalf of (b) (6)

-rme 9/28

CARD		MAP	BOOK
Locat.	Indiv.	<i>✓</i>	
<i>72</i>	<i>72</i>	<i>9-28-54</i>	

*[Handwritten signature]*

September 22, 1954

(b) (6)

Bellevue, Washington

*Phone A*  
*Gibson*  
*7400*

Dear Madam:

Referring to your recent application, I submit herewith in duplicate proposed Permit No. 78276 in your favor, covering a one-inch water pipe line across our right of way near Quendall:

This application was approved by our Division Superintendent with the understanding that its installation will be accomplished by a jacking or driving operation.

If this permit is satisfactory, please sign both copies before witnesses and return them with check for \$10 in payment of rent for the full term. Upon completion by our Company, one signed copy will be returned to you.

Yours very truly,

Encl.

RHO:km

bcc: Mr. W. C. Smith

Western Manager  
Industrial Properties

No. 78276

(b) (6) **NORTHERN PACIFIC RAILWAY COMPANY**, hereinafter called the first party, hereby permits Bellevue, Washington, hereinafter called the second party, to construct, operate and maintain upon its right of way ~~xxx~~ and beneath its track a 1-inch water pipe line ~~x~~ along the course described as follows:

Crossing ~~xxx~~ the first party's 100-foot right of way for ~~x~~ its Belt Line in SW <sup>1</sup>/<sub>4</sub> NW <sup>1</sup>/<sub>4</sub> of Section 16, Township 24 North, Range 5 East of the Willamette Meridian, in King County, State of Washington, near QUENDALL station, intersecting the ~~first party's~~ center line of the first party's main track as now constructed at a point therein distant 981 feet northeasterly and northerly, measured along said center line, from Mile Post 9 (which mile post is located 956 feet northeasterly, measured along said center line, from the west line of said section).

This permission is granted upon the following terms:

1. The second party will pay a ~~yearly~~ rental in advance of ten and no/100 dollars ~~for~~ the full term ~~xxx~~ <sup>hereof,</sup> also all taxes and assessments that may be levied or assessed against the improvements.
2. The entire cost shall be borne by the second party; the division superintendent of the first party will decide what portion, if any, of the work will be done by the first party, and for such portion the second party will pay the first party the estimated cost before the work is done; if the actual cost exceeds the estimate, the second party will pay the additional amount when called upon; if the actual cost is less than the estimate, the first party will repay the surplus. All work hereunder by the second party shall be done in a first-class workmanlike manner to the satisfaction of the division superintendent of the first party, and in accordance with plans and specifications which he may prescribe or approve. The division superintendent of the first party shall have the right at any time when in his judgment it becomes necessary or advisable, to require any material used in the work to be replaced with like material or with material of a more permanent character; also to require additional work or changes of location as a matter of safety, or of appearance, or on account of additional tracks being laid, change of grade, or for any other reason connected with the operation of the railroad of the first party; all of which shall be done at the expense of the second party in the manner herein provided.
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4. It is agreed that the provisions of Section 3 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the first party's property of which the premises upon which said improvements are located are a part.
5. This permit cannot be transferred or assigned by the second party without the written consent of the first party.
6. This permit shall endure until terminated by the first party. It may be at any time terminated by the first party upon the giving of ~~sixty~~ (60) days' notice, either by personal delivery or by mail, or by the posting of notice on the premises. Upon the expiration of the time stated in any such notice, the first party may forthwith expel the second party from its premises; and at the end of the permit the second party will restore the premises of the first party to their former state.
7. The second party shall comply with the first party's specifications dated April 17, 1950, a transcript of which ~~is~~ identified as Exhibit "A", is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have executed these presents this 15th day of September 19 54.

**NORTHERN PACIFIC RAILWAY COMPANY,**

By WMIP Industrial Agent

Witnesses to signatures of Second Party:

IRENE HAVERCAMP



NORTHERN PACIFIC RAILWAY COMPANY

EXHIBIT "A"

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for Pressure Pipe Line Crossings under Railway Tracks  
for Non-Inflammable Substances.

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Corrugated Metal Pipe -- Gauge and coating subject to review by Railway Company.

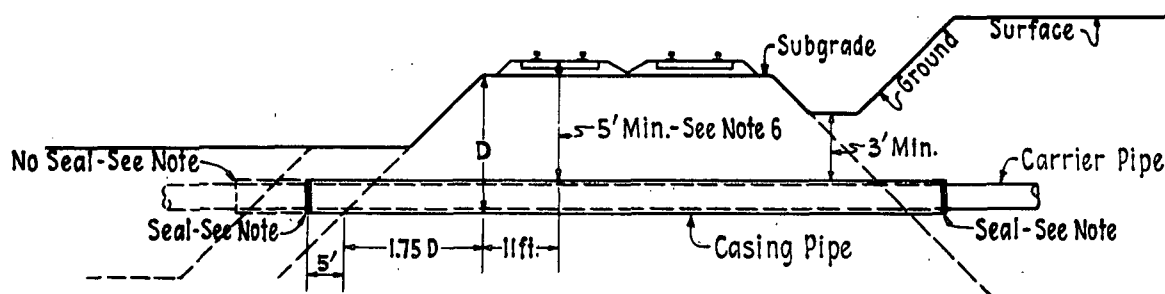
Casing shall be installed with even bearing throughout its length and shall slope to one end.

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NOTE : Seal not required if casing ends above ground where drainage is available. See Note 5

TYPICAL SKETCH OF PIPE LINE CROSSING  
FOR  
NON-INFLAMMABLE SUBSTANCES  
OPERATING UNDER PRESSURE

Office of Chief Engineer  
St. Paul, Minnesota  
April 17, 1950

*JFM*

Seattle, Washington  
September 7th, 1954

1257

Mr. F. L. Steinbright:

Quendall (nr): Application for permit

(b) (6)

Herewith, lease application file in favor of Mrs. Irene Haverkamp of Route #2, Box 2068, Bellevue, covering the construction of a 1" gravity water pipe line crossing the Railway Company's 100' right-of-way for its Lake Washington Belt Line, 11th Sub-division, the proposed crossing to be located 981' northeasterly from MP 9, as shown on the attached sketch.

There being no engineering objection, I have added my approval to this application.

id  
Encl.

*J. E. Hornig*  
Assistant Chief Engineer

*W.L. of S. 16 - 806 + 22.7*  
*M.P. 9 - 796 + 67.0*  

---

*9 + 55.7*

*RHG*

*M.P. 9 - 796 + 67*  

---

*9 + 81*

INDUSTRIAL DEV. SEPT.

SEP 13 1954

SEATTLE, WASH

*King* *786 + 86*

1257

Seattle, Washington  
September 7, 1954

Mr. J. E. Hoving:

Quendall (nr.): Application for permit  
(b) (6)

Attached is an application for permit in favor of Mrs. (b) (6) of Route 2, Box 2068, Bellevue, Washington. (b) (6) desires permit to construct a 1" gravity water pipe line crossing the Railway Company's 100' right-of-way for its Lake Washington Belt Line, 11th Subdivision.

This proposed water pipe line crossing will be located at a point 981' northeasterly from MP 9, as shown on the attached sketch.

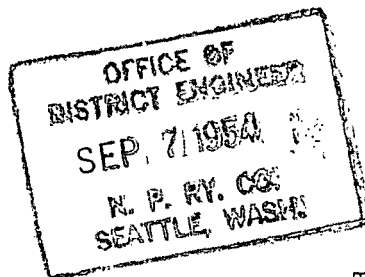
I add my approval to this application, subject to the provisions of Mr. Smith's letter of transmittal.

*T. N. Buchanan*  
District Engineer

AJS:LM  
Att.

cc: WCS  
JTM





Tacoma, September 3rd, 1954

Lake Washington Belt Line

Mr. T. N. Buchanan (3):

(b) (6), Bellevue, Washington desires permit to construct and maintain a 1" gravity water pipe line crossing over the Railway Company's right of way for its Lake Washington Belt Line, 11th subdivision, near MP 9 to convey water from spring located upon her property to her property on the opposite side of the track.

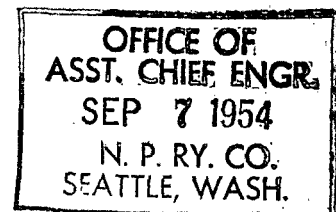
Approval is recommended subject to the following provisions:

The proposed 1" gravity water pipe line shall be encased in a pipe of large diameter beneath the track and placed at a depth of at least 5' below the base of rail. ✓

That encasement pipe shall be of sufficient strength to withstand any load superimposed upon it (and its installation shall be accomplished by jacking or driving under the supervision and to the satisfaction of the Railway Company at the expense of the grantee). ✓

Form RW-113 and location sketch attached.

cc: FLS



APPLICATION FOR LEASE

Fill in all items.

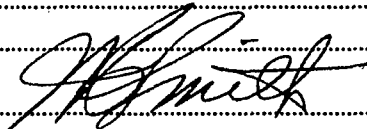
Near Quendall, Wash. Station Tacoma Division Sept. 3 1954

1. To whom is lease to be issued? (b) (6) P.O. Address (b) (6)
2. If applicant is a corporation, in what state is it incorporated? Individual  
If an individual, give his name.  
If partnership, give names of all partners
3. Business of applicant.
4. Indefinite term lease will be issued unless otherwise specified Indefinite
5. Purpose for which property is to be used 1" gravity water pipe line
6. Character and dimensions of structure to be erected.  
Estimated Cost.
7. Description of property desired (State at or near what station and show compass directions instead of time card directions).  
Crossing the Railway Company's 100' right of way for its Lake Washington Belt Line, 11th subdivision in Section 16, Township 24, Range 5 East of W.M., King County, Wash. intersecting the center line of the main track at a point therein distance 981' northeasterly measured along said center line from MP 9 (engineer's station 796+67)  
(If description of land desired cannot be given with accuracy by reference to station plat or track profile, a sketch should be made by Agent or Roadmaster with sufficient measurements to identify location and attached hereto, so that accurate description can be made for lease.)
8. Traffic considerations.
9. If application is for an electric line, give maximum voltage to be carried. Number of wires.
10. Is it necessary to rearrange the Railway Company's pole line or any other electric line? No. X Yes. If so, indicate ownership and changes necessary.
11. Recommendation of Agent or Roadmaster Recommended-W. A. Breedlove, Dist. Roadmaster

Signed.

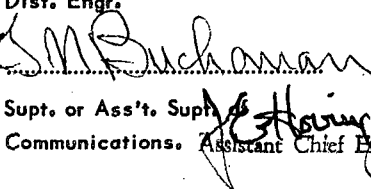
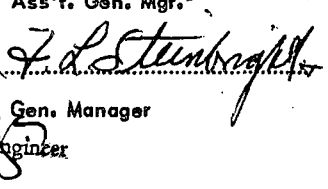
Recommendation of Superintendent Recommendation of Superintendent approval, subject to transmittal letter provisions.

Date Sept. 3 1954



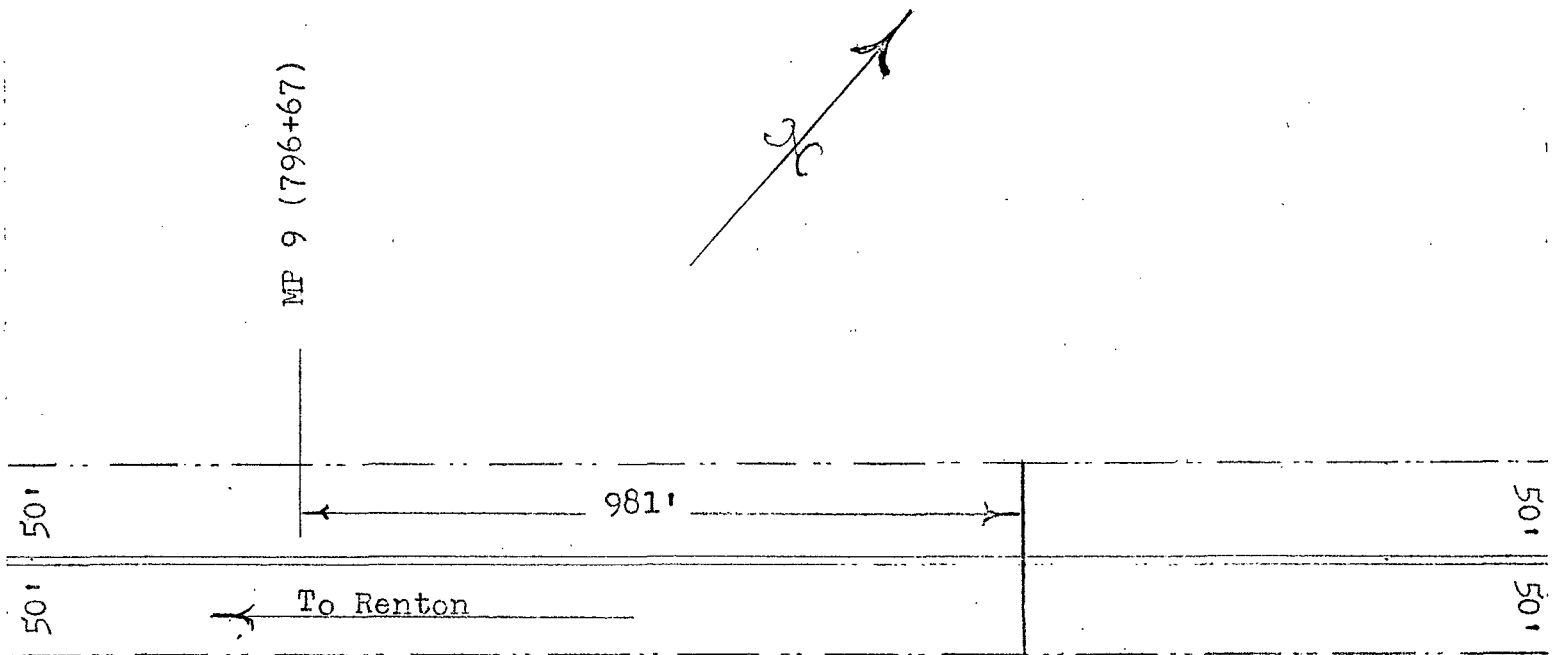
Superintendent

The undersigned recommend lease be issued.

Dist. Engr.	Ass't. Gen. Mgr.	Western Freight Traffic Mgr.	Vice President - Traffic
		Freight Traffic Mgr.	Vice President - Operating.
Chief Engr.	G.A., A.G.F.A. or A. G. F. & P. A.	General Freight Traffic Mgr.	

LAKE WASHINGTON BELT LINE

11th Subdivision

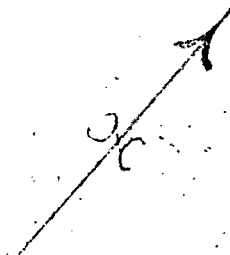


Proposed 1" gravity water main line  
crossing permit to (b) (6)  
(b) (6) Washington.

LAKE WASHINGTON BELT LINE

11th Subdivision

MP 9 (795+67)



7981'

To Renton

Proposed 1" gravity (b) (6)  
crossing permit to  
Route 2, Box 2068, Bellevue, Washington.

OFFICE OF  
ASST. CHIEF ENGR.  
SEP 7 1954  
N. P. RY. CO.  
SEATTLE, WASH.

*[Handwritten signature]*

Seattle, Washington  
September 7, 1954

Mr. J. E. Hoving:

Quendall (nr.): Application for permit  
in favor of (b) (6)

Attached is an application for permit in favor of Mrs.  
(b) (6) of (b) (6), Washington.  
Mrs. Havercamp desires permit to construct a 1" gravity  
water pipe line crossing the Railway Company's 100' right-  
of-way for its Lake Washington Belt Line, 11th Subdivision.

This proposed water pipe line crossing will be located  
at a point 981' northeasterly from MP 9, as shown on the  
attached sketch.

I add my approval to this application, subject to  
the provisions of Mr. Smith's letter of transmittal.

(Signed) T. E. L. [unclear]

District Engineer

AJS:LM  
Att.

cc: WCS  
JTH ✓

*Noted  
9-8*

INDUSTRIAL

SEP-8 1954

SEATTLE, WASH.